1 The Face Recognition Prize Challenge (FRPC 2017) -

2 Application and Agreement to Participate

3 1 Who can participate

- 4 1.1 Face recognition researchers and developers from industry, research institutions, and academia are eligible to participate in the Face Recognition Vendor Test hereafter referred to as the "FRPC".
- 6 1.2 Certain organizations are ineligible to participate see [IARPA-RULES]

2 How to Participate

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- To participate in FRPC, an Organization must provide the information requested in Section 5 of this
 Agreement identifying the Responsible Party and the Point of Contact. Organization must also print and sign this Agreement, attach business cards from each of the signing parties, and send it to the location designated in Section 5. Signatures of both the Responsible Party and the Point of Contact are required.
 - 2.1.1 The Responsible Party is an individual with the authority to commit the organization to the terms in this Agreement.
 - 2.1.2 The Point of Contact (POC) is an individual with detailed knowledge of the participating Submission.
 - 2.1.3 In some cases, the Responsible Party and the POC may be the same person.
- Upon receipt of the signed application by the National Institute of Standards and Technology (NIST), the organization will be classified as a "Participant." NIST must receive this signed application either before or with the algorithm prototypes. Algorithm prototypes ("Submissions") shall be submitted as pre-compiled software libraries. They may be submitted on or after June 21, 2017. The application shall be submitted either before or with the Submission; subsequent Submissions do not require additional applications.
- 22 2.3 NIST intends to evaluate all Submissions from all Participants on a first come, first served basis.
- 23 2.4 Participant shall provide a submission ("Submission"), conforming to the specifications in the Concept, 24 Evaluation Plan, and API ("Test Plan") available on the FRPC website.
- 2.5 A Submission shall include all libraries, validation results, configuration files, documentation, and all other files required by NIST and the Participant to validate and execute the tests specified in the Test Plan.
- 2.6 The Submission need not be used in a production system or be commercially available. However, the
 Submission must, at a minimum, be a stable implementation conforming to the Test Plan that NIST has
 published for FRPC.
- The Submission **must be encrypted** and signed before transmission to NIST. Instructions for Submission can be found on the FRPC website. Generic encryption instructions can be found in the Image Group's Encrypting Software for Transmission to NIST <u>document</u>.
- A box for the Participant's public key fingerprint is included on the Agreement. Submissions that are not signed with the public key fingerprint listed on the Agreement will not be accepted.
- Submissions must be compliant with the Test Plan, NIST test hardware, and NIST test software.

 Submissions must be delivered to NIST during the submission period given in paragraph 2.2 of this agreement according to the technical specifications given in the Test Plan.
- To the extent allowable by Federal law, NIST agrees to protect Submissions as business proprietary information by using same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Proprietary Information as NIST uses to protect its own confidential information of a like nature. NIST agrees not to transfer any Submissions to any third party without the prior written permission of the Participant.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.

3 Points of Contact

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- 51 3.1 The FRPC Liaison is the NIST point of contact for FRPC.
- All questions should be directed to FRPC@nist.gov, which will be received by the FRPC Liaison and other FRPC personnel.
- 54 3.3 These questions and answers may be provided as updates to the Test Plan at the discretion of the FRPC Liaison.

4 Release of FRPC Results

- Anonymous participation will not be permitted. This means that signatories to this document, Application and Agreement to Participate in the Face Recognition Vendor Test ("Agreement"), acknowledge that they understand that the results (see Section 4) of the test of their Submission will be published with full attribution to their institution or organization ("Organization").
- 4.2 After the completion of FRPC testing, NIST will publish all results obtained, along with the Organization's name on the internet, and potentially in government meetings, conferences, workshops or journals. NIST does not intend to publicly disclose any pre-decisional data generated from testing the Participant's Submission in accordance with the Test Plan. Participant acknowledges that such pre-decisional data may be subject to mandatory public disclosure in accordance with relevant Federal regulations.
- 66 4.3 Participant will be notified of its results via the Responsible Party and the Point of Contact provided on the Agreement.
- 4.4 After the release of FRPC results, Participant may use the results for its own purposes. Such results shall be accompanied by the following phrase: "Results shown from NIST do not constitute an endorsement of any particular system, product, service, or company by NIST." Such results shall also be accompanied by the Internet address (URL) of the FRPC website:
- 72 https://www.nist.gov/programs-projects/face-recognition-prize-challenge

5 Additional Information

- Any data obtained during FRPC, as well as any documentation required by NIST from the Participant (except the Submission), becomes the property of FRPC. Participant will not acquire a proprietary interest in the data and/or submitted documentation. Any data or documentation that qualifies as business proprietary information, as defined by the Freedom of Information Act (5 USC Section 552) will be treated as confidential in accordance with Section 2, and will only be used for the purposes of the FRPC test.
- 79 5.2 Participant agrees that it will not file any FRPC-related claim against FRPC sponsors, supporters, staff, 80 contractors, or agency of the U.S. Government, or otherwise seek compensation for any equipment, 81 materials, supplies, information, travel, labor and/or other Participant-provided services.
- NIST is not bound or obligated to follow any recommendations that may be submitted by the Participant.
 NIST is not bound, nor is it obligated, in any way to give any special consideration to Participant on future contracts.
- 85 5.4 NIST is conducting FRPC pursuant to 15 U.S.C. §272(b)(8), (c)(2), and (c)(14).

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86 87	5.5 By signing this Agreement, Participant acknowledges that it understands any test details and/or modifications that are provided on the FRPC website supersede the information in this Agreement.		
88 89	5.6 Participant may withdraw from FRPC at any time before its Submission is received by NIST, without its participation and withdrawal being documented in the Final Report(s).		
90 91	5.7	NIST will use the Participant's Submission only for the agreed-upon FRPC test, and in the event errors are subsequently found, to re-run prior tests and resolve those errors.	
92 93	5.8	NIST agrees not to use the Participant's Submission for purposes other than indicated above, without express permission by the Participant.	
94 95	5.9 Participant understands that IARPA administers the prize awards, and makes the ultimate decisions on winning algorithms.		
96 97 98 99 100 101	5.10	Original signed copies of the FRPC application are required. Original, signed copies of this application, with business cards from both signing parties attached, must be mailed to the address below. These must be signed paper hardcopies. Scanned documents submitted via email are not acceptable. Please send an email message to FRPC@nist.gov stating that you have sent your application. NIST will not accept applications from generic email addresses (e.g. gmail.com, hotmail.com, qq.com etc.). Upon receipt of your application, we will send you a confirmation email message.	
102 103 104 105 106 107 108 109	FRPC I Nation Inform 100 Bu	Mailing Address: FRPC Liaison National Institute of Standards and Technology Information Access Division (774.03) 100 Bureau Drive, Mailstop 8940 Gaithersburg, MD 20899-8940	
110 111 112 113	Participants should complete the box below per the instructions for transmission of encrypted content to NIST as defined in the Encrypting Software for Transmission to NIST document and available at https://www.nist.gov/itl/iad/image-group/products-and-services/encrypting-softwaredata-transmission-nist If preferred, participants can fax their public key to the FRPC Liaison at 301-975-5287.		

115 116	Participant's public-key fingerprint (enter here)		
117 118	NIST's public-key fingerprint	F686 F336 77B3 16B3 B683 0D22 184E 8E56 7910 F1DF	
119 120 121 122 123	Request to Participate With my signature, I hereby request consideration as a Participant in the Face Recognition Vendor Test (FRPC), and I am authorizing my Organization to participate in FRPC according to the rules and limitations listed in this Agreement.		
124 125 126 127 128	With my signature, I also state that I have the authori	ty to accept the terms stated in this Agreement.	
129 130 131 132 133	SIGNATURE, TITLE AND ORGANIZATION OF RESPON	SIBLE PARTY DATE	
134 135 136 137 138 139 140 141	PRINTED NAME AND EMAIL ADDRESS OF RESPONSI	BLE PARTY	
142 143 144	SIGNATURE, TITLE AND ORGANIZATION OF POINT O	F CONTACT DATE	
145 146 147 148 149 150 151 152 153 154 155 156	PRINTED NAME AND EMAIL ADDRESS OF POINT OF	CONTACT	
158 159	ATTACH BUSINESS CARDS HERE FOR ALL SIGNING PA	ARTIES	